



WASHOE COUNTY

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STAFF REPORT

BOARD MEETING DATE: October 25, 2016

DATE: October 3, 2016

TO: Board of County Commissioners

FROM: Clara Lawson, P.E., PTOE, Licensed Engineer
Community Services Department, 328-3603, clawson@washoecounty.us

THROUGH: Dwayne Smith, P.E., Division Director, Engineering and Capital Projects,
Community Services Department, 328-2043, desmith@washoecounty.us

SUBJECT: Approve six separate CCFEA Amendments (RRIF Credit Extension) to Regional Road Impact Fee Capital Contribution Front Ending Agreements between Washoe County, the Regional Transportation Commission, and the CCFEA Account/Credit Holder; and, approve nine separate CCFEA Amendments (RRIF Credit Extension) to Regional Road Impact Fee Capital Contribution Front Ending Agreements, including assigning all interest to the City of Reno, between Washoe County, the City of Reno, the Regional Transportation Commission, and the CCFEA Account/Credit Holder, all for the extension of credit expiration dates. (All Commission Districts.)

SUMMARY

At their April 26, 2016 meeting, the Regional Transportation Commission (RTC) Board approved Amendment No. 1 of the 5th Edition of the Regional Road Impact Fee (RRIF) General Administrative Manual (GAM) for the extension of the expiration date of existing Capital Contribution Front Ending Agreement (CCFEA) credits by 10 years beyond current expiration dates. All three local jurisdictions participating in the RRIF program subsequently approved Amendment No. 1 of the RRIF GAM.

Following the process approved in Amendment No. 1, RTC staff made notification to the various credit holders of the offer to extend CCFEA credits through legal notices in the Reno Gazette Journal, public postings at RTC and the local jurisdictions, notices on the RTC website and RTC RRIF automation program which manages use of the CCFEA Credits, and individual letters sent to credit holders' addresses on file. Attachment A includes a list of credit holders who have requested the extension of their credits in the unincorporated County. Attachment B is the CCFEA amendments. In alignment with the actions of the RTC Board and under the terms of Amendment No. 1 to the GAM, it is recommended the Board of County Commissioners (Board) approve Amendments to CCFEA for the extension of credit expiration dates.

For those nine CCFEA amendments which now include the City of Reno as signatory, the CCFEA's identify the transfer of interest in the RRIF credits from Washoe County to

AGENDA ITEM # 7.G.1.

the City of Reno. This is because the properties for which the credits were generated were within Washoe County and were subsequently annexed into the City of Reno.

Strategic Objective supported by this item: Stewardship of Our Community.

PREVIOUS ACTION

On April 26, 2016 the Board approved a resolution Amending the Regional Road Impact Fee System General Administrative Manual, 5th Edition with the First Amendment to Regional Road Impact Fee System General Administrative manual as authorized within Washoe County Development Code, Article 706 Impact Fees Section 110.706.05 (d) Adoption and Amendment of the Regional Road Impact Fee System General Administrative Manual. This amendment allowed for extension of the expiration date of existing CCFEA Credits by 10 years beyond current expiration dates.

On January 27, 2015, the Board adopted a resolution amending the Regional Road Impact Fee System General Administrative Manual (GAM) 5th Edition dated September 19, 2014 and Amendment #1.

On January 13, 2015, the Board held an introduction and first reading of an ordinance to amend Washoe County Code, Chapter 110, Development Code, article 706 (Impact Fees) at Section 110.706.05 Regional Road Impact Fee and set a public hearing for second reading and possible adoption of the ordinance for January 27, 2015 at 6:00 p.m.

On January 13, 2015, the Board held an introduction and first reading of an ordinance to adopt regional road impact fees for unincorporated Washoe County, as described in the Regional Road Capital Improvement Plan and Impact Fee Methodology dated September 19, 2014 and as provided for in NRS 278B.160 and Washoe County Code Section 110.706.05; and set a public hearing for second reading and possible adoption of the ordinance for January 27, 2015 at 6:00 p.m.

On January 13, 2015, the Board approved the land use assumptions and adopted the Regional Road Impact Fee Capital Improvements Plan as required by NRS 278B.190 and NRS 278B.210.

On January 6, 2015, the Planning Commission adopted a resolution and recommended approval of proposed amendments to Washoe County Code, Chapter 110, at Article 706, Impact Fees (DCA 14-013).

On January 6, 2015, the Capital Improvements Advisory Committee affirmed that the Regional Road Impact Fee Land Use Assumptions are in conformance with the Washoe County Master Plan and reviewed the Regional Road Capital Improvements Plan and provided comments to be presented to the Board.

On November 13, 2014, the Planning Commission acknowledged receipt of the "Regional Road Impact Fee Program, 5th Edition Update".

On November 12, 2014, the Board adopted a resolution establishing the Washoe County Planning Commission as the Washoe County Capital Improvements Advisory Committee for the Regional Road Impact Fee Program as authorized within NRS 278B.150.

On November 12, 2014, the Board adopted a resolution authorizing the initiation of amendments to the Development Code, Chapter 110 of County Code, at Article 706, Impact Fees.

On October 28, 2014, the Board approved an Interlocal Agreement Regarding Regional Road Impact Fees Pursuant to NRS Chapter 277 and Chapter 278B between Washoe County, the Cities of Reno and Sparks and the Regional Transportation Commission (RTC) for the continuation of the Regional Road Impact Fee Program.

BACKGROUND

The Regional Road Impact Fee (RRIF) was created as a funding mechanism for roadway capacity improvement projects which are directly related to new development. Nevada Revised Statutes (NRS) 278B allows the imposition of such a fee. An impact fee is defined as a charge imposed by a local government on new development to finance the costs of a capital improvement or facility expansion necessitated by and attributable to the new development. The RRIF has been in effect since February 1996.

In accordance with the provisions of the Interlocal Cooperative Agreement entered into by the RTC, Washoe County, the City of Reno, and the City of Sparks, the RTC is responsible for initiating periodic reviews of the RRIF program and proposing modifications to the participating governments. The review process is undertaken by the RTC in conjunction with the RRIF Technical Advisory Committee (RRIF TAC), which includes local government technical experts, development representatives from the private sector, and members of the local planning commissions.

FISCAL IMPACT

There is no fiscal impact to the County budget associated with this recommendation. The extension of Credits may result in a reduction in fee revenue to the RTC.

RECOMMENDATION

It is recommended the Board of County Commissioners approve six separate CCFEA Amendments (RRIF Credit Extension) to Regional Road Impact Fee Capital Contribution Front Ending Agreements between Washoe County, the Regional Transportation Commission, and the CCFEA Account/Credit Holder; and, approve nine separate CCFEA Amendments (RRIF Credit Extension) to Regional Road Impact Fee Capital Contribution Front Ending Agreements, including assigning all interest to the City of Reno, between Washoe County, the City of Reno, the Regional Transportation Commission, and the CCFEA Account/Credit Holder, all for the extension of credit expiration dates.

POSSIBLE MOTION

Should the Board agree with the recommendation, a possible motion would be: "Move to approve six separate CCFEA Amendments (RRIF Credit Extension) to Regional Road Impact Fee Capital Contribution Front Ending Agreements between Washoe County, the Regional Transportation Commission, and the CCFEA Account/Credit Holder; and, approve nine separate CCFEA Amendments (RRIF Credit Extension) to Regional Road Impact Fee Capital Contribution Front Ending Agreements, including assigning all interest to the City of Reno, between Washoe County, the City of Reno, the Regional Transportation Commission, and the CCFEA Account/Credit Holder, all for the extension of credit expiration dates."

Attachment A
CCFEA Amendments for
RRIF Credit Expiration Date Extensions

CCFEA Account/Credit Holder
Allen Maddox/Tonya Clements
Chris Mitchell
Damonte Ranch Commerce Center
Di Loreto Homes of Nevada
J & J Spanish Springs, LLC
Lennar Reno, LLC
Lewis Operating Corp/LN Damonte Ranch Town Center/Lewis Land Co
Lewis Operating Corp/Pioneer Pkwy Holding Co/Lewis Land Co
Nell J. Redfield Foundation
Nevada Tri-Partners, LLC
Prologis Development Services Inc.
South Meadows Properties, LP
Spanish Springs Associates LP
Washoe County

**CCFEA AMENDMENT
(RRIF CREDIT EXTENSION)**

This CCFEA Amendment (the "Amendment") is made this _____ day of _____, 2016, between the Regional Transportation Commission of Washoe County ("RTC"), City of Reno (the "Local Government"), Washoe County (the "County") and Allen Maddox & Tonya Clements (the "Holder," and collectively with the RTC and Local Government, the "Parties").

RECITALS

- A. RTC, the County, and HOLDER/HOLDER'S PREDECESSOR IN INTEREST are parties to a Capital Contribution Front Ending Agreement(s) (the "CCFEA") as listed in Table 1(a), whereby, among other things, the HOLDER/HOLDER'S PREDECESSOR IN INTEREST was issued Regional Road Impact Fee Credits ("RRIF Credits").
- B. The HOLDER is the successor in interest to HOLDER'S PREDECESSOR IN INTEREST and holds RRIF Credits issued under the CCFEA as listed in Table 1(a).
- C. After certain of the CCFEAs referenced in Table 1(a) were entered into between the County, RTC and the HOLDER/HOLDER'S PREDECESSOR IN INTEREST, the Local Government annexed that area of the County where the Development of Record is located, such that the Development of Record is now wholly located within the borders of the Local Government (the "Annexation").
- D. Pursuant to the Regional Road Impact Fee General Administrative Manual (the "RRIF GAM") in effect as of the date of the CCFEA, the Holder's RRIF Credits expire twenty (20) years from the date of their issuance or agreement, as it applies to the specific CCFEA Account.
- E. As of May 9, 2016, RTC and Local Government have entered into an amendment to the RRIF GAM (the "GAM Amendment"), pursuant to which, holders of RRIF Credits may exchange their RRIF Credits for new credits with an extended expiration date (the "RRIF Extension Credits").
- F. The Holder wishes to exchange its RRIF Credits for RRIF Extension Credits pursuant to the GAM Amendment and this Amendment.
- G. Pursuant the CCFEA and the GAM Amendment, in order to extend the expiration date of the RRIF Credits, the Parties must amend the CCFEA.

Now therefore, in consideration of the foregoing recitals and other good and valuable consideration, the Parties hereby agree to amend the CCFEA as follows:

1. Conversion and Extension. The balance of the credits remaining as of the date of this amendment in the CCFEA Accounts listed in Table 1(a) are hereby cancelled and extinguished in exchange for the issuance of an equal number of RRIF Extension Credits. The RRIF Extension Credits shall be identical in all respects to the extinguished RRIF Credits, except that expiration date of the RRIF Extension Credits shall be extended for a period of ten (10) years, by amending and restating section 3.6 of the CCFEA in its entirety as follows:

3.6. Expiration of Credits. All credits issued under this CCFEA shall expire exactly thirty (30) years after the date of issuance or agreement, as it applies to the specific CCFEA Account.

2. Consent to RRIF Automation Program. The Holder hereby consents to the processing of the Holder's RRIF Extension Credits pursuant to the RRIF Automation Program as administered by RTC. To the extent the Holder is not already a participant in the RRIF Automation Program, this Amendment shall not become effective unless and until the Holder surrenders all existing credit books or other evidence of ownership of RRIF Credits.
3. Designation of Notice Party. The Holder designates the following individual to act on the Holder's behalf for purposes of the RRIF Automation Program:

Allen Maddox & Tonya Clements
 PO Box 70577
 Reno, NV 89570
danmcgill@prodigy.net
 775-852-4466

4. Ratification of CCFEA. Except to the extent amended by this Amendment, the CCFEA shall continue to exist in full force and effect between the Parties.
5. Assignment of Rights Under CCFEA. County hereby grants, transfers, assigns and delegates to the Local Government all of its right, title and interest and obligations of County under each CCFEA listed in Table 1 hereto, and Local Government accepts such assignment and delegation above, assumes each CCFEA, and agrees to observe and perform all of the other covenants, agreements and obligations to be observed and/or performed by the Local Government under the CCFEA from and after the date hereof.

TABLE 1(a)

CCFEA Acct. No.	CCFEA No.	Developer of Record	Development of Record	Existing Expiration Date	New Expiration Date
5332-T13	5332	Nevada Tri-Partners	Damonte Ranch	6/28/2024	6/28/2034

In Witness Whereof, the parties have executed this Amendment on the ____ day of _____, 2016.

**REGIONAL TRANSPORTATION COMMISSION
A Special Purpose Unit of Government**

**APPROVED AS TO
LEGAL FORM:**

By: *Neoma Jardon*
Neoma Jardon, RTC Chairman

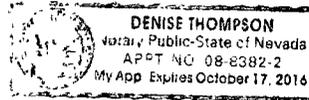
Dale E. Ferguson
Dale Ferguson, RTE Legal Counsel

STATE OF NEVADA

COUNTY OF WASHOE

The above-instrument was acknowledged before me this 16th day of September, 2016, by Neoma Jardon, Chairman of the Regional Transportation Commission.

Denise Thompson
Notary Public



APPROVED AS TO LEGAL FORM:

**CITY OF RENO
a Municipal Corporation**

By: _____

By: _____

The above-instrument was acknowledged before me this _____ day of _____, 2016 by _____.

Attest by City/County Clerk: _____

WASHOE COUNTY

By: _____

Washoe County Commission Chair

Date: _____

Attest: _____

Washoe County Clerk

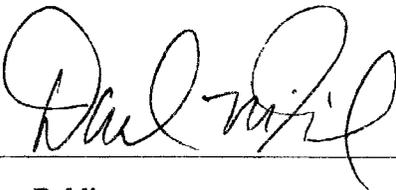
Date: _____

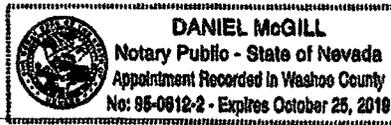
CREDIT HOLDER:

By: 
Tonya Clements

STATE OF NEVADA)
) ss
COUNTY OF WASHOE)

The above instrument was acknowledged before me this 8th day of August, 2016 by TONYA CLEMENTS.



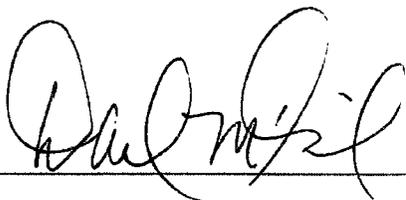


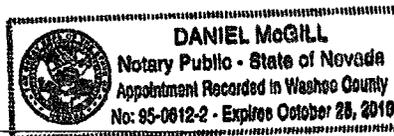
Notary Public

By: 
C. B. Maddox as Attorney-In-Fact for Allen Maddox

STATE OF NEVADA)
) ss
COUNTY OF WASHOE)

The above instrument was acknowledged before me this 8th day of August, 2016 by C. B. MADDOX as Attorney-In-Fact for ALLEN MADDOX.





Notary Public

**CCFEA AMENDMENT
(RRIF CREDIT EXTENSION)**

This CCFEA Amendment (the "Amendment") is made this _____ day of _____, 2016, between the Regional Transportation Commission of Washoe County ("RTC"), Washoe County (the "Local Government"), and the Chris Mitchell (the "Holder," and collectively with the RTC and Local Government, the "Parties").

R E C I T A L S

- A. RTC, Local Government, and HOLDER/HOLDER'S PREDECESSOR IN INTEREST are parties to a Capital Contribution Front Ending Agreement(s) (the "CCFEA") as listed in the Table 1, whereby, among other things, the HOLDER/HOLDER'S PREDECESSOR IN INTEREST was issued Regional Road Impact Fee Credits ("RRIF Credits").
- B. The HOLDER is the successor in interest to HOLDER'S PREDECESSOR IN INTEREST and holds RRIF Credits issued under the CCFEA as listed in Table 1.
- C. Pursuant to the Regional Road Impact Fee General Administrative Manual (the "RRIF GAM") in effect as of the date of the CCFEA, the Holder's RRIF Credits expire twenty (20) years from the date of their issuance or agreement, as it applies to the specific CCFEA Account.
- D. As of May 9, 2016, RTC and Local Government have entered into an amendment to the RRIF GAM (the "GAM Amendment"), pursuant to which, holders of RRIF Credits may exchange their RRIF Credits for new credits with an extended expiration date (the "RRIF Extension Credits").
- E. The Holder wishes to exchange its RRIF Credits for RRIF Extension Credits pursuant to the GAM Amendment and this Amendment.
- F. Pursuant the CCFEA and the GAM Amendment, in order to extend the expiration date of the RRIF Credits, the Parties must amend the CCFEA.

Now therefore, in consideration of the foregoing recitals and other good and valuable consideration, the Parties hereby agree to amend the CCFEA as follows:

1. Conversion and Extension. The balance of the credits remaining as of the date of this amendment in the CCFEA Accounts listed in Table 1 are hereby cancelled and extinguished in exchange for the issuance of an equal number of RRIF Extension Credits. The RRIF Extension Credits shall be identical in all respects to the extinguished RRIF Credits, except that expiration date of the RRIF Extension Credits shall be extended for a period of ten (10) years, by amending and restating section 3.6 of the CCFEA in its entirety as follows:

3.6. Expiration of Credits. All credits issued under this CCFEA shall expire exactly thirty (30) years after the date of issuance or agreement, as it applies to the specific CCFEA Account.

2. Consent to RRIF Automation Program. The Holder hereby consents to the processing of the Holder's RRIF Extension Credits pursuant to the RRIF Automation Program as administered by RTC. To the extent the Holder is not already a participant in the RRIF Automation Program, this Amendment shall not become effective unless and until the Holder surrenders all existing credit books or other evidence of ownership of RRIF Credits.
3. Designation of Notice Party. The Holder designates the following individual to act on the Holder's behalf for purposes of the RRIF Automation Program:

Chris Mitchell
 2760 Camino Diablo
 Walnut Creek, CA 94597
 cmitchell@rmairrigation.com
 925-939-3985

4. Ratification of CCFEA. Except to the extent amended by this Amendment, the CCFEA shall continue to exist in full force and effect between the Parties.

TABLE 1

CCFEA Acct. No.	CCFEA No.	Developer of Record	Development of Record	Existing Expiration Date	New Expiration Date
520041-T1-T1-T1-T2	520041	Hamilton Homes	Pebble Creek Subdivision	3/27/2027	3/27/2037

In Witness Whereof, the parties have executed this Amendment on the ____ day of _____, 2016.

**REGIONAL TRANSPORTATION
COMMISSION
A Special Purpose Unit of Government**

APPROVED AS TO LEGAL FORM:

By: *[Signature]*
Neoma Jardon, RTC Chairman

Dale E. Ferguson
Dale Ferguson, RTC Legal Counsel

STATE OF NEVADA COUNTY
OF WASHOE

The above-instrument was acknowledged before me this 19th day of August, 2016,
by Neoma Jardon, Chairman of the Regional Transportation Commission.

Lee Anne Olivas
Notary Public



APPROVED AS TO LEGAL FORM:

**WASHOE COUNTY
a Political Subdivision of the State of Nevada**

By: _____

By: _____

The above-instrument was acknowledged before me this _____ day of _____, 2016
by _____.

Attest by City/County Clerk: _____

CREDIT HOLDER:

By: Chris [Signature]

STATE OF ~~NEVADA~~ CALIFORNIA
COUNTY OF ~~WASHOE~~ CONTRA COSTA

The above-instrument was acknowledged before me this 17 day of August 2016
by CHRISTOPHER MITCHELL.

[Signature]
Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of CONTRA COSTA)

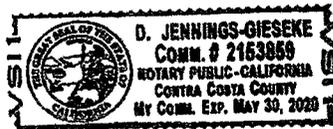
On AUGUST 17, 2016 before me, DOROTHY C. JENNINGS-GIESEKE, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared CHRISTOPHER MITCHELL
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature D. Jennings-Gieseke
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer -- Title(s): _____
 Partner -- Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer -- Title(s): _____
 Partner -- Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

**CCFEA AMENDMENT
(RRIF CREDIT EXTENSION)**

This CCFEA Amendment (the "Amendment") is made this _____ day of _____, 2016, between the Regional Transportation Commission of Washoe County ("RTC"), City of Reno (the "Local Government"), Washoe County (the "County") and Damonte Ranch Commerce Center (the "Holder," and collectively with the RTC and Local Government, the "Parties").

RECITALS

- A. RTC, the County, and HOLDER/HOLDER'S PREDECESSOR IN INTEREST are parties to a Capital Contribution Front Ending Agreement(s) (the "CCFEA") as listed in Tables 1(a), whereby, among other things, the HOLDER/HOLDER'S PREDECESSOR IN INTEREST was issued Regional Road Impact Fee Credits ("RRIF Credits").
- B. The HOLDER is the successor in interest to HOLDER'S PREDECESSOR IN INTEREST and holds RRIF Credits issued under the CCFEA as listed in Table 1(a).
- C. After certain of the CCFEAs referenced in Table 1(a) were entered into between the County, RTC and the HOLDER/HOLDER'S PREDECESSOR IN INTEREST, the Local Government annexed that area of the County where the Development of Record is located, such that the Development of Record is now wholly located within the borders of the Local Government (the "Annexation").
- D. Pursuant to the Regional Road Impact Fee General Administrative Manual (the "RRIF GAM") in effect as of the date of the CCFEA, the Holder's RRIF Credits expire twenty (20) years from the date of their issuance or agreement, as it applies to the specific CCFEA Account.
- E. As of May 9, 2016, RTC and Local Government have entered into an amendment to the RRIF GAM (the "GAM Amendment"), pursuant to which, holders of RRIF Credits may exchange their RRIF Credits for new credits with an extended expiration date (the "RRIF Extension Credits").
- F. The Holder wishes to exchange its RRIF Credits for RRIF Extension Credits pursuant to the GAM Amendment and this Amendment.
- G. Pursuant the CCFEA and the GAM Amendment, in order to extend the expiration date of the RRIF Credits, the Parties must amend the CCFEA.

Now therefore, in consideration of the foregoing recitals and other good and valuable consideration, the Parties hereby agree to amend the CCFEA as follows:

1. Conversion and Extension. The balance of the credits remaining as of the date of this amendment in the CCFEA Accounts listed in Table 1(a) are hereby cancelled and extinguished in exchange for the issuance of an equal number of RRIF Extension Credits. The RRIF Extension Credits shall be identical in all respects to the extinguished RRIF Credits, except that expiration date of the RRIF Extension Credits shall be extended for a period of ten (10) years, by amending and restating section 3.6 of the CCFEA in its entirety as follows:

3.6. Expiration of Credits. All credits issued under this CCFEA shall expire exactly thirty (30) years after the date of issuance or agreement, as it applies to the specific CCFEA Account.

2. Consent to RRIF Automation Program. The Holder hereby consents to the processing of the Holder's RRIF Extension Credits pursuant to the RRIF Automation Program as administered by RTC. To the extent the Holder is not already a participant in the RRIF Automation Program, this Amendment shall not become effective unless and until the Holder surrenders all existing credit books or other evidence of ownership of RRIF Credits.
3. Designation of Notice Party. The Holder designates the following individual to act on the Holder's behalf for purposes of the RRIF Automation Program:

Damonte Ranch Commerce Center
 985 Damonte Ranch Pkwy #310
 Reno, NV 89521
perry@diloretoreno.com
 775-359-3000

4. Ratification of CCFEA. Except to the extent amended by this Amendment, the CCFEA shall continue to exist in full force and effect between the Parties.
5. Assignment of Rights Under CCFEA. County hereby grants, transfers, assigns and delegates to the Local Government all of its right, title and interest and obligations of County under each CCFEA listed in Table 1 hereto, and Local Government accepts such assignment and delegation above, assumes each CCFEA, and agrees to observe and perform all of the other covenants, agreements and obligations to be observed and/or performed by the Local Government under the CCFEA from and after the date hereof.

TABLE 1(a)

CCFEA Acct. No.	CCFEA No.	Developer of Record	Development of Record	Existing Expiration Date	New Expiration Date
5305-T4	5305	Nevada Tri-Partners, LLC	Damonte Ranch Phase 4	7/16/2024	7/16/2034

In Witness Whereof, the parties have executed this Amendment on the _____ day of _____, 2016.

**REGIONAL TRANSPORTATION COMMISSION
A Special Purpose Unit of Government**

**APPROVED AS TO
LEGAL FORM:**

By: [Signature]
Neoma Jardon, RTC Chairman

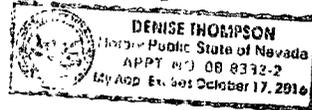
[Signature]
Dale Ferguson, RTC Legal Counsel

STATE OF NEVADA

COUNTY OF WASHOE

The above-instrument was acknowledged before me this 16th day of September, 2016, by Neoma Jardon, Chairman of the Regional Transportation Commission.

[Signature]
Notary Public



APPROVED AS TO LEGAL FORM:

**CITY OF RENO
a Municipal Corporation**

By: _____

By: _____

The above-instrument was acknowledged before me this _____ day of _____, 2016 by _____.

Attest by City/County Clerk: _____

WASHOE COUNTY

By: _____
Washoe County Commission Chair

Date: _____

Attest: _____
Washoe County Clerk

Date: _____

CREDIT HOLDER:
Damonte Ranch Commerce Center

By: [Signature]

Name: Perry M Di Loreto

Its: manager

STATE OF COUNTY
OF

The above-instrument was acknowledged before me this 26 day of September 2016 by

Perry M Di Loreto

Kathleen Ann Coulson
Notary Public



**CCFEA AMENDMENT
(RRIF CREDIT EXTENSION)**

This CCFEA Amendment (the "Amendment") is made this _____ day of _____, 2016, between the Regional Transportation Commission of Washoe County ("RTC"), City of Reno (the "Local Government"), Washoe County (the "County") and DiLoreto Homes of Nevada (the "Holder," and collectively with the RTC and Local Government, the "Parties").

RECITALS

- A. RTC, the County, and HOLDER/HOLDER'S PREDECESSOR IN INTEREST are parties to a Capital Contribution Front Ending Agreement(s) (the "CCFEA") as listed in Tables 1 and 1(a), whereby, among other things, the HOLDER/HOLDER'S PREDECESSOR IN INTEREST was issued Regional Road Impact Fee Credits ("RRIF Credits").
- B. The HOLDER is the successor in interest to HOLDER'S PREDECESSOR IN INTEREST and holds RRIF Credits issued under the CCFEA as listed in Tables 1 and 1(a).
- C. After certain of the CCFEAs referenced in Table 1(a) were entered into between the County, RTC and the HOLDER/HOLDER'S PREDECESSOR IN INTEREST, the Local Government annexed that area of the County where the Development of Record is located, such that the Development of Record is now wholly located within the borders of the Local Government (the "Annexation").
- D. Pursuant to the Regional Road Impact Fee General Administrative Manual (the "RRIF GAM") in effect as of the date of the CCFEA, the Holder's RRIF Credits expire twenty (20) years from the date of their issuance or agreement, as it applies to the specific CCFEA Account.
- E. As of May 9, 2016, RTC and Local Government have entered into an amendment to the RRIF GAM (the "GAM Amendment"), pursuant to which, holders of RRIF Credits may exchange their RRIF Credits for new credits with an extended expiration date (the "RRIF Extension Credits").
- F. The Holder wishes to exchange its RRIF Credits for RRIF Extension Credits pursuant to the GAM Amendment and this Amendment.
- G. Pursuant the CCFEA and the GAM Amendment, in order to extend the expiration date of the RRIF Credits, the Parties must amend the CCFEA.

Now therefore, in consideration of the foregoing recitals and other good and valuable consideration, the Parties hereby agree to amend the CCFEA as follows:

1. Conversion and Extension. The balance of the credits remaining as of the date of this amendment in the CCFEA Accounts listed in Table 1 and 1(a) are hereby cancelled and extinguished in exchange for the issuance of an equal number of RRIF Extension Credits. The RRIF Extension Credits shall be identical in all respects to the extinguished RRIF Credits, except that expiration date of the RRIF Extension Credits shall be extended for a period of ten (10) years, by amending and restating section 3.6 of the CCFEA in its entirety as follows:

3.6. Expiration of Credits. All credits issued under this CCFEA shall expire exactly thirty (30) years after the date of issuance or agreement, as it applies to the specific CCFEA Account.

2. Consent to RRIF Automation Program. The Holder hereby consents to the processing of the Holder's RRIF Extension Credits pursuant to the RRIF Automation Program as administered by RTC. To the extent the Holder is not already a participant in the RRIF Automation Program, this Amendment shall not become effective unless and until the Holder surrenders all existing credit books or other evidence of ownership of RRIF Credits.
3. Designation of Notice Party. The Holder designates the following individual to act on the Holder's behalf for purposes of the RRIF Automation Program:

DiLoreto Homes of Nevada
 985 Damonte Ranch Pkwy #310
 Reno, NV 89521
perry@diloretoreno.com
 775-359-3000

4. Ratification of CCFEA. Except to the extent amended by this Amendment, the CCFEA shall continue to exist in full force and effect between the Parties.
5. Assignment of Rights Under CCFEA. County hereby grants, transfers, assigns and delegates to the Local Government all of its right, title and interest and obligations of County under each CCFEA listed in Table 1 hereto, and Local Government accepts such assignment and delegation above, assumes each CCFEA, and agrees to observe and perform all of the other covenants, agreements and obligations to be observed and/or performed by the Local Government under the CCFEA from and after the date hereof.

TABLE 1

CCFEA Acct. No.	CCFEA No.	Developer of Record	Development of Record	Existing Expiration Date	New Expiration Date
5344-T1	5344	Nevada Tri-Partners, LLC	Damonte Ranch	6/29/2024	6/29/2034
5349-T1	5349	Nevada Tri-Partners, LLC	Damonte Ranch	8/21/2023	8/21/2033

TABLE 1(a)

CCFEA Acct. No.	CCFEA No.	Developer of Record	Development of Record	Existing Expiration Date	New Expiration Date
5332-T4	5332	Nevada Tri- Partners, LLC	Damonte Ranch	6/28/2024	6/28/2034

In Witness Whereof, the parties have executed this Amendment on the _____ day of _____, 2016.

**REGIONAL TRANSPORTATION COMMISSION
A Special Purpose Unit of Government**

**APPROVED AS TO
LEGAL FORM:**

By: [Signature]
Neoma Jardon, RTC Chairman

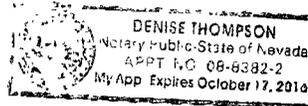
[Signature]
Dale Ferguson, RTC Legal Counsel

STATE OF NEVADA

COUNTY OF WASHOE

The above-instrument was acknowledged before me this 16th day of September, 2016, by Neoma Jardon Chairman of the Regional Transportation Commission.

[Signature]
Notary Public



APPROVED AS TO LEGAL FORM:

**CITY OF RENO
A Municipal Corporation**

By: _____

By: _____

The above-instrument was acknowledged before me this _____ day of _____, 2016 by _____.

Attest by City/County Clerk: _____

WASHOE COUNTY

By: _____

Washoe County Commission Chair

Date: _____

Attest: _____

Washoe County Clerk

Date: _____

CREDIT HOLDER:
DiLoreto Homes of Nevada

By: [Signature]
Name: Peey M. DiLoreto
Its: President

STATE OF COUNTY
OF

The above-instrument was acknowledged before me this 26 day of September 2016 by

Peey M. DiLoreto

Kathleen Ann Coulson
Notary Public



**CCFEA AMENDMENT
(RRIF CREDIT EXTENSION)**

This CCFEA Amendment (the "Amendment") is made this _____ day of _____, 2016, between the Regional Transportation Commission of Washoe County ("RTC"), Washoe County (the "Local Government"), and J & J Spanish Springs (the "Holder," and collectively with the RTC and Local Government, the "Parties").

RECITALS

- A. RTC, Local Government, and HOLDER/HOLDER'S PREDECESSOR IN INTEREST are parties to a Capital Contribution Front Ending Agreement(s) (the "CCFEA") as listed in the Table 1, whereby, among other things, the HOLDER/HOLDER'S PREDECESSOR IN INTEREST was issued Regional Road Impact Fee Credits ("RRIF Credits").
- B. The HOLDER is the successor in interest to HOLDER'S PREDECESSOR IN INTEREST and holds RRIF Credits issued under the CCFEA as listed in Table 1.
- C. Pursuant to the Regional Road Impact Fee General Administrative Manual (the "RRIF GAM") in effect as of the date of the CCFEA, the Holder's RRIF Credits expire twenty (20) years from the date of their issuance or agreement, as it applies to the specific CCFEA Account.
- D. As of May 9, 2016, RTC and Local Government have entered into an amendment to the RRIF GAM (the "GAM Amendment"), pursuant to which, holders of RRIF Credits may exchange their RRIF Credits for new credits with an extended expiration date (the "RRIF Extension Credits").
- E. The Holder wishes to exchange its RRIF Credits for RRIF Extension Credits pursuant to the GAM Amendment and this Amendment.
- F. Pursuant the CCFEA and the GAM Amendment, in order to extend the expiration date of the RRIF Credits, the Parties must amend the CCFEA.

Now therefore, in consideration of the foregoing recitals and other good and valuable consideration, the Parties hereby agree to amend the CCFEA as follows:

1. Conversion and Extension. The balance of the credits remaining as of the date of this amendment in the CCFEA Accounts listed in Table 1 are hereby cancelled and extinguished in exchange for the issuance of an equal number of RRIF Extension Credits. The RRIF Extension Credits shall be identical in all respects to the extinguished RRIF Credits, except that expiration date of the RRIF Extension Credits shall be

extended for a period of ten (10) years, by amending and restating section 3.6 of the CCFEA in its entirety as follows:

3.6. Expiration of Credits. All credits issued under this CCFEA shall expire exactly thirty (30) years after the date of issuance or agreement, as it applies to the specific CCFEA Account.

2. Consent to RRIF Automation Program. The Holder hereby consents to the processing of the Holder's RRIF Extension Credits pursuant to the RRIF Automation Program as administered by RTC. To the extent the Holder is not already a participant in the RRIF Automation Program, this Amendment shall not become effective unless and until the Holder surrenders all existing credit books or other evidence of ownership of RRIF Credits.
3. Designation of Notice Party. The Holder designates the following individual to act on the Holder's behalf for purposes of the RRIF Automation Program:

J&J Spanish Springs, LLC
22833 SE Black Nugget Rd
Issaquah, WA 98029
katiem@lkwp.com
206-770-5674

4. Ratification of CCFEA. Except to the extent amended by this Amendment, the CCFEA shall continue to exist in full force and effect between the Parties.

TABLE 1

CCFEA Acct. No.	CCFEA No.	Developer of Record	Development of Record	Existing Expiration Date	New Expiration Date
520161-T1	520161	Spanish Springs Associates, LP	Eagle Canyon Town Center	6/26/2027	6/26/2037

In Witness Whereof, the parties have executed this Amendment on the ____ day of _____, 2016.

**REGIONAL TRANSPORTATION COMMISSION
A Special Purpose Unit of Government**

**APPROVED AS TO
LEGAL FORM:**

By: [Signature]
Neoma Jardon, RTC Chairman

[Signature]
Dale Ferguson, RTC Legal Counsel

STATE OF NEVADA

COUNTY OF WASHOE

The above-instrument was acknowledged before me this 19th day of August, 2016, by Neoma Jardon, Chairman of the Regional Transportation Commission.

[Signature]
Notary Public



APPROVED AS TO LEGAL FORM:

**WASHOE COUNTY
a Political Subdivision of the State of Nevada**

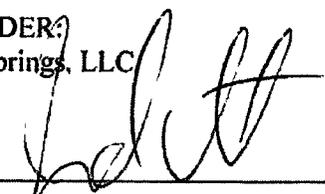
By: _____

By: _____

The above-instrument was acknowledged before me this _____ day of _____, 2016 by _____.

Attest by City/County Clerk: _____

CREDIT HOLDER:
J&J Spanish Springs, LLC

By:  _____

Name: Jordan Lott

Its: Member

STATE OF COUNTY
OF

The above-instrument was acknowledged before me this _____ day of _____ 2016 by

(see attached)

Notary Public

**CCFEA AMENDMENT
(RRIF CREDIT EXTENSION)**

This CCFEA Amendment (the "Amendment") is made this _____ day of _____, 2016, between the Regional Transportation Commission of Washoe County ("RTC"), Washoe County (the "Local Government"), and Lennar Reno, LLC (the "Holder," and collectively with the RTC and Local Government, the "Parties").

RECITALS

- A. RTC, Local Government, and HOLDER/HOLDER'S PREDECESSOR IN INTEREST are parties to a Capital Contribution Front Ending Agreement(s) (the "CCFEA") as listed in the Table 1, whereby, among other things, the HOLDER/HOLDER'S PREDECESSOR IN INTEREST was issued Regional Road Impact Fee Credits ("RRIF Credits").
- B. Pursuant to the Regional Road Impact Fee General Administrative Manual (the "RRIF GAM") in effect as of the date of the CCFEA, the Holder's RRIF Credits expire twenty (20) years from the date of their issuance or agreement, as it applies to the specific CCFEA Account.
- C. As of _____, 2016, RTC and Local Government have entered into an amendment to the RRIF GAM (the "GAM Amendment"), pursuant to which, holders of RRIF Credits may exchange their RRIF Credits for new credits with an extended expiration date (the "RRIF Extension Credits").
- D. The Holder wishes to exchange its RRIF Credits for RRIF Extension Credits pursuant to the GAM Amendment and this Amendment.
- E. Pursuant the CCFEA and the GAM Amendment, in order to extend the expiration date of the RRIF Credits, the Parties must amend the CCFEA.

Now therefore, in consideration of the foregoing recitals and other good and valuable consideration, the Parties hereby agree to amend the CCFEA as follows:

1. Conversion and Extension. The balance of the credits remaining as of the date of this amendment in the CCFEA Accounts listed in Table 1 are hereby cancelled and extinguished in exchange for the issuance of an equal number of RRIF Extension Credits. The RRIF Extension Credits shall be identical in all respects to the extinguished RRIF Credits, except that expiration date of the RRIF Extension Credits shall be extended for a period of ten (10) years, by amending and restating section 3.6 of the CCFEA in its entirety as follows:

3.6. Expiration of Credits. All credits issued under this CCFEA shall expire exactly thirty (30) years after the date of issuance or agreement, as it applies to the specific CCFEA Account.

2. Consent to RRIF Automation Program. The Holder hereby consents to the processing of the Holder's RRIF Extension Credits pursuant to the RRIF Automation Program as administered by RTC. To the extent the Holder is not already a participant in the RRIF Automation Program, this Amendment shall not become effective unless and until the Holder surrenders all existing credit books or other evidence of ownership of RRIF Credits.
3. Designation of Notice Party. The Holder designates the following individual to act on the Holder's behalf for purposes of the RRIF Automation Program:

Lennar Reno, LLC
10345 Professional Circle,
Ste 100
Reno, NV 89521
Tom.sosa@lennar.com
775-789-3238

4. Ratification of CCFEA. Except to the extent amended by this Amendment, the CCFEA shall continue to exist in full force and effect between the Parties.

TABLE 1

CCFEA Acct. No.	CCFEA No.	Developer of Record	Development of Record	Existing Expiration Date	New Expiration Date
5257D1	5257	Lennar Reno, LLC	Spanish Springs Specific Plan	6/14/2027	6/14/2037

In Witness Whereof, the parties have executed this Amendment on the ____ day of _____, 2016.

REGIONAL TRANSPORTATION COMMISSION
A Special Purpose Unit of Government

**APPROVED AS TO
LEGAL FORM:**

By: [Signature]
Chairman

Dale E. Ferguson
Dale Ferguson, RTC Legal Counsel

STATE OF NEVADA COUNTY
OF WASHOE

The above-instrument was acknowledged before me this 19th day of August, 2016, by Neema Jordan, Chairman of the Regional Transportation Commission

[Signature]
Notary Public



APPROVED AS TO LEGAL FORM:

WASHOE COUNTY

By: _____

Washoe County Commission Chair

Date: _____

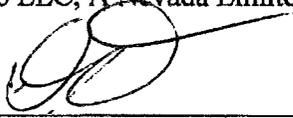
Attest: _____

Washoe County Clerk

Date: _____

CREDIT HOLDER:

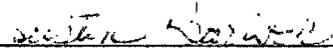
Lennar Reno LLC, A Nevada Limited Liability Company

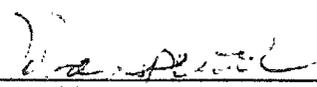
By: 
Dustin Barker, Vice President

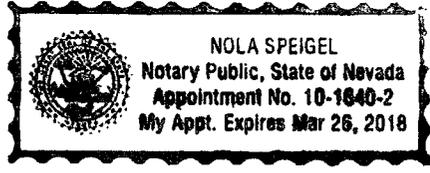
STATE OF Nevada

COUNTY OF Washoe

The above-instrument was acknowledged before me this 2nd day of September 2016 by




Notary Public



**CCFEA AMENDMENT (RRIF
CREDIT EXTENSION)**

This CCFEA Amendment (the "Amendment") is made this _____ day of _____, 2016, between the Regional Transportation Commission of Washoe County ("RTC"), City of Reno (the "Local Government"), Washoe County (the "County") and Lennar Reno, LLC (the "Holder," and collectively with the RTC and Local Government, the "Parties").

RECITALS

- A. RTC, Local Government, and HOLDER/HOLDER'S PREDECESSOR IN INTEREST are parties to a Capital Contribution Front Ending Agreement(s) (the "CCFEA") as listed in the Table 1, whereby, among other things, the HOLDER/HOLDER'S PREDECESSOR IN INTEREST was issued Regional Road Impact Fee Credits ("RRIF Credits").
- B. The HOLDER is the successor in interest to HOLDER'S PREDECESSOR IN INTEREST and holds certain RRIF Credits issued under the CCFEA as listed in Table 1.
- C. After certain of the CCFEAs referenced in Table 1(a) were entered into between the County, RTC and the Holder, the Local Government annexed that area of the County where the Development of Record is located, such that the Development of Record is now wholly located within the borders of the Local Government (the "Annexation").
- D. Pursuant to the Regional Road Impact Fee General Administrative Manual (the "RRIF GAM") in effect as of the date of the CCFEA, the Holder's RRIF Credits expire twenty (20) years from the date of their issuance or agreement, as it applies to the specific CCFEA Account.
- E. As of _____, 2016, RTC and Local Government have entered into an amendment to the RRIF GAM (the "GAM Amendment"), pursuant to which, holders of RRIF Credits may exchange their RRIF Credits for new credits with an extended expiration date (the "RRIF Extension Credits").
- F. The Holder wishes to exchange its RRIF Credits for RRIF Extension Credits pursuant to the GAM Amendment and this Amendment.
- G. Pursuant the CCFEA and the GAM Amendment, in order to extend the expiration date of the RRIF Credits, the Parties must amend the CCFEA.

Now therefore, in consideration of the foregoing recitals and other good and valuable consideration, the Parties hereby agree to amend the CCFEA as follows:

1. Conversion and Extension. The balance of the credits remaining as of the date of this amendment in the CCFEA Accounts listed in Table 1 are hereby cancelled and extinguished in exchange for the issuance of an equal number of RRIF Extension Credits. The RRIF Extension Credits shall be identical in all respects to the extinguished RRIF Credits, except that expiration date of the RRIF Extension Credits shall be extended for a period of ten (10) years, by amending and restating section 3.6 of the CCFEA in its entirety as follows:

3.6. Expiration of Credits. All credits issued under this CCFEA shall expire exactly thirty (30) years after the date of issuance or agreement, as it applies to the specific CCFEA Account.
2. Consent to RRIF Automation Program. The Holder hereby consents to the processing of the Holder's RRIF Extension Credits pursuant to the RRIF Automation Program as administered by RTC. To the extent the Holder is not already a participant in the RRIF Automation Program, this Amendment shall not become effective unless and until the Holder surrenders all existing credit books or other evidence of ownership of RRIF Credits.
3. Designation of Notice Party. The Holder designates the following individual to act on the Holder's behalf for purposes of the RRIF Automation Program:

Lennar Reno, LLC
10345 Professional Circle,
Ste 100
Reno, NV 89521
Tom.sosa@lennar.com
775-789-3238
4. Ratification of CCFEA. Except to the extent amended by this Amendment, the CCFEA shall continue to exist in full force and effect between the Parties.
5. Assignment of Rights Under CCFEA. County hereby grants, transfers, assigns and delegates to the Local Government all of its right, title and interest and obligations of County under each CCFEA listed in Table 1 hereto, and Local Government accepts such assignment and delegation above, assumes each CCFEA, and agrees to observe and perform all of the other covenants, agreements and obligations to be observed and/or performed by the Local Government under the CCFEA from and after the date hereof.

TABLE 1

CCFEA Acct. No.	CCFEA No.	Developer of Record	Development of Record	Existing Expiration Date	New Expiration Date
510011-T1-T1	510011	Somerset Development Co, LLC	Somerset Development	3/14/2026	3/14/2036
510011-T2	510011	Somerset Development Co, LLC	Somerset Development	3/14/2026	3/14/2036
510011-T23	510011	Somerset Development Co, LLC	Somerset Development	3/14/2026	3/14/2036

TABLE 1 (cont)

CCFEA Acct. No.	CCFEA No.	Developer of Record	Development of Record	Existing Expiration Date	New Expiration Date
510021-T1-T4-T1	510021	Pulte Homes	Sierra Canyon 2, Somerset Development	10/20/2026	10/20/2036
510031-T1-T1	510031	R&K Homes, LLC	Amber Meadows/Miraville/Miraville West	7/11/2027	7/11/2037
5118-T1	5118	Bailey & McGah	Northgate Subdivision	2/20/2021	2/20/2031
5120-T3-T1-T2-T1	5120	Somerset Development Co, LLC	Somerset Development	4/4/2026	4/4/2036
530051	530051	Lennar Reno, LLC	Curti Ranch Two Subdivision	1/4/2027	1/4/2037
5343-T3	5343	Trammell Crow Construction	Sierra Corporate Center	4/15/2022	4/15/2032
5345-T26-T1-T5	5345	Reno Corporate Center, LLC/Tanamera Resort Partners, LLC	Reno Corporate Center	3/25/2024	3/25/2034
5346-T3	5346	Reno Corporate Center, LLC/Tanamera Resort Partners, LLC	Reno Corporate Center	7/30/2027	7/30/2037
5351	5351	Lennar Reno, LLC	Curti Ranch Two, Unit 3	6/27/2025	6/27/2035

TABLE 1(a)

CCFEA Acct. No.	CCFEA No.	Developer of Record	Development of Record	Existing Expiration Date	New Expiration Date
5305-T2	5305	Nevada Tri-Partners, LLC	Damonte Ranch	7/16/2023	7/16/2033
5332-T1	5332	Nevada Tri-Partners, LLC	Damonte Ranch	6/28/2024	6/28/2034
5332-T2	5332	Nevada Tri-Partners, LLC	Damonte Ranch	6/28/2024	6/28/2034
5332-T8-T1	5332	Nevada Tri-Partners, LLC	Damonte Ranch	6/28/2024	6/28/2034

In Witness Whereof, the parties have executed this Amendment on the ___ day of _____, 2016.

**REGIONAL TRANSPORTATION COMMISSION
A Special Purpose Unit of Government**

**APPROVED AS TO
LEGAL FORM:**

By: _____
Chairman

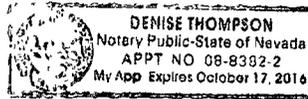
Dale E. Ferguson
Dale Ferguson, RTC Legal Counsel

STATE OF NEVADA COUNTY

OF WASHOE

The above-instrument was acknowledged before me this 16th day of September, 2016, by Neoma Jordan Chairman of the Regional Transportation Commission.

Denise Thompson
Notary Public



APPROVED AS TO LEGAL FORM:

**CITY OF RENO
A Municipal Corporation**

By: _____

By: _____

The above-instrument was acknowledged before me this _____ day of _____, 2016 by _____.

Attest by City/County Clerk: _____

WASHOE COUNTY

By: _____

Washoe County Commission Chair

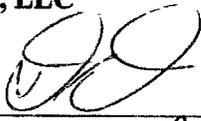
Date: _____

Attest: _____

Washoe County Clerk

Date: _____

CREDIT HOLDER:
Lennar Reno, LLC

By: 

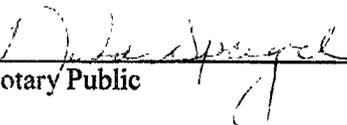
Name: Dustin Barber

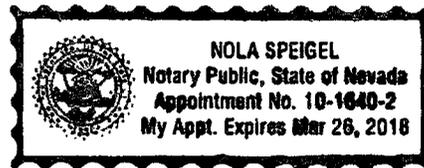
Its: VP

STATE OF COUNTY Nevada
OF Washoe

The above-instrument was acknowledged before me this 9th day of September 2016 by




Notary Public



**CCFEA AMENDMENT
(RRIF CREDIT EXTENSION)**

This CCFEA Amendment (the "Amendment") is made this _____ day of _____, 2016, between the Regional Transportation Commission of Washoe County ("RTC"), City of Reno (the "Local Government"), Washoe County (the "County") and Lewis Management Corp, Pioneer Parkway Holding Company, LLC & Lewis Land Company of Nevada, LLC (the "Holder," and collectively with the RTC and Local Government, the "Parties").

RECITALS

- A. RTC, the County, and HOLDER/HOLDER'S PREDECESSOR IN INTEREST are parties to a Capital Contribution Front Ending Agreement(s) (the "CCFEA") as listed in Table 1(a), whereby, among other things, the HOLDER/HOLDER'S PREDECESSOR IN INTEREST was issued Regional Road Impact Fee Credits ("RRIF Credits").
- B. The HOLDER is the successor in interest to HOLDER'S PREDECESSOR IN INTEREST and holds RRIF Credits issued under the CCFEA as listed in Table 1(a).
- C. After certain of the CCFEAs referenced in Table 1(a) were entered into between the County, RTC and the HOLDER/HOLDER'S PREDECESSOR IN INTEREST, the Local Government annexed that area of the County where the Development of Record is located, such that the Development of Record is now wholly located within the borders of the Local Government (the "Annexation").
- D. Pursuant to the Regional Road Impact Fee General Administrative Manual (the "RRIF GAM") in effect as of the date of the CCFEA, the Holder's RRIF Credits expire twenty (20) years from the date of their issuance or agreement, as it applies to the specific CCFEA Account.
- E. As of May 9, 2016, RTC and Local Government have entered into an amendment to the RRIF GAM (the "GAM Amendment"), pursuant to which, holders of RRIF Credits may exchange their RRIF Credits for new credits with an extended expiration date (the "RRIF Extension Credits").
- F. The Holder wishes to exchange its RRIF Credits for RRIF Extension Credits pursuant to the GAM Amendment and this Amendment.
- G. Pursuant the CCFEA and the GAM Amendment, in order to extend the expiration date of the RRIF Credits, the Parties must amend the CCFEA.

Now therefore, in consideration of the foregoing recitals and other good and valuable consideration, the Parties hereby agree to amend the CCFEA as follows:

1. **Conversion and Extension.** The balance of the credits remaining as of the date of this amendment in the CCFEA Accounts listed in Table 1(a) are hereby cancelled and extinguished in exchange for the issuance of an equal number of RRIF Extension Credits. The RRIF Extension Credits shall be identical in all respects to the extinguished RRIF Credits, except that expiration date of the RRIF Extension Credits shall be extended for a period of ten (10) years, by amending and restating section 3.6 of the CCFEA in its entirety as follows:

3.6. **Expiration of Credits.** All credits issued under this CCFEA shall expire exactly thirty (30) years after the date of issuance or agreement, as it applies to the specific CCFEA Account.

2. **Consent to RRIF Automation Program.** The Holder hereby consents to the processing of the Holder's RRIF Extension Credits pursuant to the RRIF Automation Program as administered by RTC. To the extent the Holder is not already a participant in the RRIF Automation Program, this Amendment shall not become effective unless and until the Holder surrenders all existing credit books or other evidence of ownership of RRIF Credits.
3. **Designation of Notice Party.** The Holder designates the following individual to act on the Holder's behalf for purposes of the RRIF Automation Program:

Lewis Management Corp, Pioneer Parkway Holding Company, LLC & Lewis Land Company of Nevada, LLC
 1380 Greg St, Suite 231
 Sparks, NV 89431
Gigi.chisel@lewismc.com
 775-546-5013

4. **Ratification of CCFEA.** Except to the extent amended by this Amendment, the CCFEA shall continue to exist in full force and effect between the Parties.
5. **Assignment of Rights Under CCFEA.** County hereby grants, transfers, assigns and delegates to the Local Government all of its right, title and interest and obligations of County under each CCFEA listed in Table 1 hereto, and Local Government accepts such assignment and delegation above, assumes each CCFEA, and agrees to observe and perform all of the other covenants, agreements and obligations to be observed and/or performed by the Local Government under the CCFEA from and after the date hereof.

TABLE 1(a)

CCFEA Acct. No.	CCFEA No.	Developer of Record	Development of Record	Existing Expiration Date	New Expiration Date
5332-T9	5332	Nevada Tri-Partners, LLC	Damonte Ranch	6/28/2024	6/28/2034

In Witness Whereof, the parties have executed this Amendment on the ____ day of _____, 2016.

**REGIONAL TRANSPORTATION COMMISSION
A Special Purpose Unit of Government**

**APPROVED AS TO
LEGAL FORM:**

By: [Signature]
Neoma Jardon, RTC Chairman

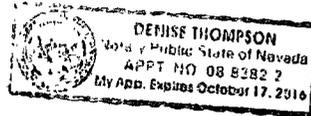
[Signature]
Dale Ferguson, RTC Legal Counsel

STATE OF NEVADA

COUNTY OF WASHOE

The above-instrument was acknowledged before me this 16th day of September, 2016, by Neoma Jardon Chairman of the Regional Transportation Commission.

[Signature]
Notary Public



APPROVED AS TO LEGAL FORM:

**CITY OF RENO
a Municipal Corporation**

By: _____

By: _____

The above-instrument was acknowledged before me this _____ day of _____, 2016 by _____

Attest by City/County Clerk: _____

WASHOE COUNTY

By: _____

Washoe County Commission Chair

Date: _____

Attest: _____

Washoe County Clerk

Date: _____

CREDIT HOLDER:

LEWIS MANAGEMENT CORP.,
a Delaware corporation

By: *Gigi Chisel*
Name: Gigi Chisel
Its: Authorized Agent

PIONEER PARKWAY HOLDING COMPANY, LLC.
a Delaware limited liability company

By: NORTH MOUNTAIN CORPORATION,
a California corporation - Its Sole Manager

By: *Gigi Chisel*
Name: Gigi Chisel
Its: Authorized Agent

LEWIS LAND COMPANY OF NEVADA, LLC.
a Delaware limited liability company

By: LEWIS MANAGEMENT CORP.,
a Delaware corporation - Its Sole Manager

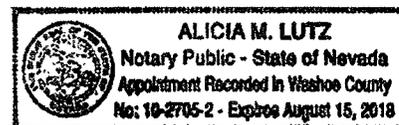
By: *Gigi Chisel*
Name: Gigi Chisel
Its: Authorized Agent

STATE OF Nevada
COUNTY OF Washoe

The above-instrument was acknowledged before me this 10th day of August 2016
by

[Signature]

Alicia Lutz



**CCFEA AMENDMENT
(RRIF CREDIT EXTENSION)**

This CCFEA Amendment (the "Amendment") is made this _____ day of _____, 2016, between the Regional Transportation Commission of Washoe County ("RTC"), City of Reno (the "Local Government"), Washoe County (the "County") and Lewis Management Corp./LN Damonte Ranch Town Center/Lewis Land Company (the "Holder," and collectively with the RTC and Local Government, the "Parties").

RECITALS

- A. RTC, the County, and HOLDER/HOLDER'S PREDECESSOR IN INTEREST are parties to a Capital Contribution Front Ending Agreement(s) (the "CCFEA") as listed in Table 1(a), whereby, among other things, the HOLDER/HOLDER'S PREDECESSOR IN INTEREST was issued Regional Road Impact Fee Credits ("RRIF Credits").
- B. The HOLDER is the successor in interest to HOLDER'S PREDECESSOR IN INTEREST and holds RRIF Credits issued under the CCFEA as listed in Table 1(a).
- C. After certain of the CCFEAs referenced in Table 1(a) were entered into between the County, RTC and the HOLDER/HOLDER'S PREDECESSOR IN INTEREST, the Local Government annexed that area of the County where the Development of Record is located, such that the Development of Record is now wholly located within the borders of the Local Government (the "Annexation").
- D. Pursuant to the Regional Road Impact Fee General Administrative Manual (the "RRIF GAM") in effect as of the date of the CCFEA, the Holder's RRIF Credits expire twenty (20) years from the date of their issuance or agreement, as it applies to the specific CCFEA Account.
- E. As of May 9, 2016, RTC and Local Government have entered into an amendment to the RRIF GAM (the "GAM Amendment"), pursuant to which, holders of RRIF Credits may exchange their RRIF Credits for new credits with an extended expiration date (the "RRIF Extension Credits").
- F. The Holder wishes to exchange its RRIF Credits for RRIF Extension Credits pursuant to the GAM Amendment and this Amendment.
- G. Pursuant the CCFEA and the GAM Amendment, in order to extend the expiration date of the RRIF Credits, the Parties must amend the CCFEA.

Now therefore, in consideration of the foregoing recitals and other good and valuable consideration, the Parties hereby agree to amend the CCFEA as follows:

1. **Conversion and Extension.** The balance of the credits remaining as of the date of this amendment in the CCFEA Accounts listed in Table 1(a) are hereby cancelled and extinguished in exchange for the issuance of an equal number of RRIF Extension Credits. The RRIF Extension Credits shall be identical in all respects to the extinguished RRIF Credits, except that expiration date of the RRIF Extension Credits shall be extended for a period of ten (10) years, by amending and restating section 3.6 of the CCFEA in its entirety as follows:

3.6. **Expiration of Credits.** All credits issued under this CCFEA shall expire exactly thirty (30) years after the date of issuance or agreement, as it applies to the specific CCFEA Account.

2. **Consent to RRIF Automation Program.** The Holder hereby consents to the processing of the Holder's RRIF Extension Credits pursuant to the RRIF Automation Program as administered by RTC. To the extent the Holder is not already a participant in the RRIF Automation Program, this Amendment shall not become effective unless and until the Holder surrenders all existing credit books or other evidence of ownership of RRIF Credits.
3. **Designation of Notice Party.** The Holder designates the following individual to act on the Holder's behalf for purposes of the RRIF Automation Program:

Lewis Management Corp./LN Damonte Ranch Town Center/Lewis Land Company
1380 Greg St, Suite 231
Sparks, NV 89431
Gigi.chisel@lewismc.com
775-546-5013

4. **Ratification of CCFEA.** Except to the extent amended by this Amendment, the CCFEA shall continue to exist in full force and effect between the Parties.
5. **Assignment of Rights Under CCFEA.** County hereby grants, transfers, assigns and delegates to the Local Government all of its right, title and interest and obligations of County under each CCFEA listed in Table 1 hereto, and Local Government accepts such assignment and delegation above, assumes each CCFEA, and agrees to observe and perform all of the other covenants, agreements and obligations to be observed and/or performed by the Local Government under the CCFEA from and after the date hereof.

TABLE 1(a)

CCFEA Acct. No.	CCFEA No.	Developer of Record	Development of Record	Existing Expiration Date	New Expiration Date
5305-T3	5305	Nevada Tri-Partners, LLC	Damonte Ranch	7/16/2023	7/16/2033

In Witness Whereof, the parties have executed this Amendment on the ____ day of _____, 2016.

**REGIONAL TRANSPORTATION COMMISSION
A Special Purpose Unit of Government**

**APPROVED AS TO
LEGAL FORM:**

By: [Signature]
Neoma Jardon, RTC Chairman

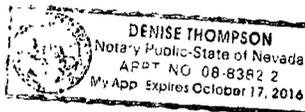
[Signature]
Dale Ferguson, RTC Legal Counsel

STATE OF NEVADA

COUNTY OF WASHOE

The above-instrument was acknowledged before me this 16th day of September, 2016, by Neoma Jardon, Chairman of the Regional Transportation Commission.

[Signature]
Notary Public



APPROVED AS TO LEGAL FORM:

**CITY OF RENO
a Municipal Corporation**

By: _____

By: _____

The above-instrument was acknowledged before me this _____ day of _____, 2016 by _____.

Attest by City/County Clerk: _____

WASHOE COUNTY

By: _____

Washoe County Commission Chair

Date: _____

Attest: _____

Washoe County Clerk

Date: _____

CREDIT HOLDER:

LEWIS MANAGEMENT CORP.,
a Delaware corporation

By: *Gigi Chisel*
Name: Gigi Chisel
Its: Authorized Agent

LN DAMONTE RANCH TOWN CENTER, LLC,
a Delaware limited liability company

By: LEWIS MANAGEMENT CORP.,
a Delaware corporation - Its Sole Manager

By: *Gigi Chisel*
Name: Gigi Chisel
Its: Authorized Agent

LEWIS LAND COMPANY OF NEVADA, LLC,
a Delaware limited liability company

By: LEWIS MANAGEMENT CORP.,
a Delaware corporation - Its Sole Manager

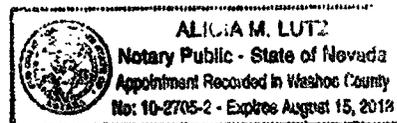
By: *Gigi Chisel*
Name: Gigi Chisel
Its: Authorized Agent

STATE OF Nevada
COUNTY OF Washoe

The above-instrument was acknowledged before me this 10th day of August 2016
by

[Signature]

Alicia Lutz



**CCFEA AMENDMENT
(RRIF CREDIT EXTENSION)**

This CCFEA Amendment (the "Amendment") is made this _____ day of _____, 2016, between the Regional Transportation Commission of Washoe County ("RTC"), Washoe County (the "Local Government"), and Nell J. Redfield Foundation (the "Holder," and collectively with the RTC and Local Government, the "Parties").

R E C I T A L S

- A. RTC, Local Government, and HOLDER/HOLDER'S PREDECESSOR IN INTEREST are parties to a Capital Contribution Front Ending Agreement(s) (the "CCFEA") as listed in the Table 1, whereby, among other things, the HOLDER/HOLDER'S PREDECESSOR IN INTEREST was issued Regional Road Impact Fee Credits ("RRIF Credits").
- B. The HOLDER is the successor in interest to HOLDER'S PREDECESSOR IN INTEREST and holds RRIF Credits issued under the CCFEA as listed in Table 1.
- C. Pursuant to the Regional Road Impact Fee General Administrative Manual (the "RRIF GAM") in effect as of the date of the CCFEA, the Holder's RRIF Credits expire twenty (20) years from the date of their issuance or agreement, as it applies to the specific CCFEA Account.
- D. As of May 9, 2016, RTC and Local Government have entered into an amendment to the RRIF GAM (the "GAM Amendment"), pursuant to which, holders of RRIF Credits may exchange their RRIF Credits for new credits with an extended expiration date (the "RRIF Extension Credits").
- E. The Holder wishes to exchange its RRIF Credits for RRIF Extension Credits pursuant to the GAM Amendment and this Amendment.
- F. Pursuant the CCFEA and the GAM Amendment, in order to extend the expiration date of the RRIF Credits, the Parties must amend the CCFEA.

Now therefore, in consideration of the foregoing recitals and other good and valuable consideration, the Parties hereby agree to amend the CCFEA as follows:

1. Conversion and Extension. The balance of the credits remaining as of the date of this amendment in the CCFEA Accounts listed in Table 1 are hereby cancelled and extinguished in exchange for the issuance of an equal number of RRIF Extension Credits. The RRIF Extension Credits shall be identical in all respects to the extinguished RRIF Credits, except that expiration date of the RRIF Extension Credits shall be

extended for a period of ten (10) years, by amending and restating section 3.6 of the CCFEA in its entirety as follows:

3.6. Expiration of Credits. All credits issued under this CCFEA shall expire exactly thirty (30) years after the date of issuance or agreement, as it applies to the specific CCFEA Account.

2. Consent to RRIF Automation Program. The Holder hereby consents to the processing of the Holder's RRIF Extension Credits pursuant to the RRIF Automation Program as administered by RTC. To the extent the Holder is not already a participant in the RRIF Automation Program, this Amendment shall not become effective unless and until the Holder surrenders all existing credit books or other evidence of ownership of RRIF Credits.
3. Designation of Notice Party. The Holder designates the following individual to act on the Holder's behalf for purposes of the RRIF Automation Program:

Nell J. Redfield Foundation
1755 E. Plumb Lane, Suite 212
Reno, NV 89502
gsmith@redfieldfoundation.org
775-323-1373

4. Ratification of CCFEA. Except to the extent amended by this Amendment, the CCFEA shall continue to exist in full force and effect between the Parties.

TABLE 1

CCFEA Acct. No.	CCFEA No.	Developer of Record	Development of Record	Existing Expiration Date	New Expiration Date
5320-T145	5320	Southwest Pointe, LLC	Arrowcreek	6/20/2021	6/20/2031

In Witness Whereof, the parties have executed this Amendment on the ____ day of _____, 2016.

**REGIONAL TRANSPORTATION COMMISSION
A Special Purpose Unit of Government**

**APPROVED AS TO
LEGAL FORM:**

By: *[Signature]*
Neoma Jardon, RTC Chairman

Dale E. Ferguson
Dale Ferguson, RTC Legal Counsel

STATE OF NEVADA

COUNTY OF WASHOE

The above-instrument was acknowledged before me this 19th day of August, 2016, by Neoma Jardon, Chairman of the Regional Transportation Commission.

Lee Anne Olivas
Notary Public



APPROVED AS TO LEGAL FORM:

**WASHOE COUNTY
a Political Subdivision of the State of Nevada**

By: _____

By: _____

The above-instrument was acknowledged before me this _____ day of _____, 2016 by _____.

Attest by City/County Clerk: _____

CREDIT HOLDER:

NELL J. REDFIELD FOUNDATION

By: Arnold C Smith, Secretary

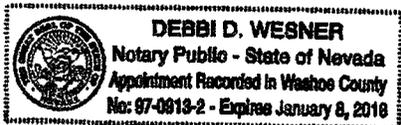
STATE OF Nevada
COUNTY OF Washoe

The above-instrument was acknowledged before me this 15th day of August 2016 by

Debbi D. Wesner

Debbi D. Wesner

Notary Public



**CCFEA AMENDMENT
(RRIF CREDIT EXTENSION)**

This CCFEA Amendment (the "Amendment") is made this _____ day of _____, 2016, between the Regional Transportation Commission of Washoe County ("RTC"), City of Reno (the "Local Government"), Washoe County (the "County") and Nevada Tri-Partners (the "Holder," and collectively with the RTC and Local Government, the "Parties").

RECITALS

- A. RTC, the County, and HOLDER/HOLDER'S PREDECESSOR IN INTEREST are parties to a Capital Contribution Front Ending Agreement(s) (the "CCFEA") as listed in Tables 1 and 1(a), whereby, among other things, the HOLDER/HOLDER'S PREDECESSOR IN INTEREST was issued Regional Road Impact Fee Credits ("RRIF Credits").
- B. The HOLDER is the successor in interest to HOLDER'S PREDECESSOR IN INTEREST and holds certain RRIF Credits issued under the CCFEA as listed in Tables 1 and 1(a).
- C. After certain of the CCFEAs referenced in Table 1(a) were entered into between the County, RTC and the HOLDER/HOLDER'S PREDECESSOR IN INTEREST, the Local Government annexed that area of the County where the Development of Record is located, such that the Development of Record is now wholly located within the borders of the Local Government (the "Annexation").
- D. Pursuant to the Regional Road Impact Fee General Administrative Manual (the "RRIF GAM") in effect as of the date of the CCFEA, the Holder's RRIF Credits expire twenty (20) years from the date of their issuance or agreement, as it applies to the specific CCFEA Account.
- E. As of May 9, 2016, RTC and Local Government have entered into an amendment to the RRIF GAM (the "GAM Amendment"), pursuant to which, holders of RRIF Credits may exchange their RRIF Credits for new credits with an extended expiration date (the "RRIF Extension Credits").
- F. The Holder wishes to exchange its RRIF Credits for RRIF Extension Credits pursuant to the GAM Amendment and this Amendment.
- G. Pursuant the CCFEA and the GAM Amendment, in order to extend the expiration date of the RRIF Credits, the Parties must amend the CCFEA.

Now therefore, in consideration of the foregoing recitals and other good and valuable consideration, the Parties hereby agree to amend the CCFEA as follows:

1. Conversion and Extension. The balance of the credits remaining as of the date of this amendment in the CCFEA Accounts listed in Tables 1 and 1(a) are hereby cancelled and extinguished in exchange for

the issuance of an equal number of RRIF Extension Credits. The RRIF Extension Credits shall be identical in all respects to the extinguished RRIF Credits, except that expiration date of the RRIF Extension Credits shall be extended for a period of ten (10) years, by amending and restating section 3.6 of the CCFEA in its entirety as follows:

3.6. Expiration of Credits. All credits issued under this CCFEA shall expire exactly thirty (30) years after the date of issuance or agreement, as it applies to the specific CCFEA Account.

2. Consent to RRIF Automation Program. The Holder hereby consents to the processing of the Holder's RRIF Extension Credits pursuant to the RRIF Automation Program as administered by RTC. To the extent the Holder is not already a participant in the RRIF Automation Program, this Amendment shall not become effective unless and until the Holder surrenders all existing credit books or other evidence of ownership of RRIF Credits.
3. Designation of Notice Party. The Holder designates the following individual to act on the Holder's behalf for purposes of the RRIF Automation Program:
 Nevada Tri-Partners
 985 Damonte Ranch Pkwy #310
 Reno, NV 89521
perry@diloretoreno.com
 775-359-3000
4. Ratification of CCFEA. Except to the extent amended by this Amendment, the CCFEA shall continue to exist in full force and effect between the Parties.
5. Assignment of Rights Under CCFEA. County hereby grants, transfers, assigns and delegates to the Local Government all of its right, title and interest and obligations of County under each CCFEA listed in Table 1 hereto, and Local Government accepts such assignment and delegation above, assumes each CCFEA, and agrees to observe and perform all of the other covenants, agreements and obligations to be observed and/or performed by the Local Government under the CCFEA from and after the date hereof.

TABLE 1

CCFEA Acct. No.	CCFEA No.	Developer of Record	Development of Record	Existing Expiration Date	New Expiration Date
530031	530031	Nevada Tri-Partners, LLC	Damonte Ranch Phase 4	9/22/2024	9/22/2034
530091	530091	Nevada Tri-Partners, LLC	Damonte Ranch	9/21/2027	9/21/2037
5344	5344	Nevada Tri-Partners, LLC	Damonte Ranch	6/29/2024	6/29/2034
5349	5349	Nevada Tri-Partners, LLC	Damonte Ranch Phase 3A	8/21/2023	8/21/2033

TABLE 1(a)

5332	5332	Nevada Tri-Partners, LLC	Damonte Ranch	6/28/2024	6/28/2034
5332-T3	5332	Nevada Tri-Partners, LLC	Damonte Ranch	6/28/2024	6/28/2034
5332-T6	5332	Nevada Tri-Partners, LLC	Damonte Ranch	6/28/2024	6/28/2034

In Witness Whereof, the parties have executed this Amendment on the _____ day of _____, 2016.

**REGIONAL TRANSPORTATION COMMISSION
A Special Purpose Unit of Government**

**APPROVED AS TO
LEGAL FORM:**

By: *[Signature]*
Neema Jardon, RTC Chairman

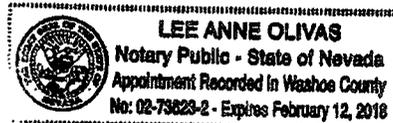
Dale E. Ferguson
Dale Ferguson, RTC Legal Counsel

STATE OF NEVADA

COUNTY OF WASHOE

The above-instrument was acknowledged before me this 19th day of August, 2016, by Neema Jardon, Chairman of the Regional Transportation Commission.

Lee Anne Olivas
Notary Public



APPROVED AS TO LEGAL FORM:

**CITY OF RENO
A Municipal Corporation**

By: _____

By: _____

The above-instrument was acknowledged before me this _____ day of _____, 2016 by _____

Attest by City/County Clerk: _____

WASHOE COUNTY

By: _____

Washoe County Commission Chair

Date:

Attest: _____

Washoe County Clerk

Date:

CREDIT HOLDER:
Nevada Tri-Partners

By: [Signature]

Name: Perry M Di Loreto

Its: Managing member

STATE OF COUNTY
OF

The above-instrument was acknowledged before me this 26 day of September 2016 by

Perry M. Di Loreto

Kathleen Ann Coulson
Notary Public



**CCFEA AMENDMENT
(RRIF CREDIT EXTENSION)**

This CCFEA Amendment (the "Amendment") is made this _____ day of _____, 2016, between the Regional Transportation Commission of Washoe County ("RTC"), City of Reno (the "Local Government"), Washoe County (the "County") and Prologis Development Services, Inc. (the "Holder," and collectively with the RTC and Local Government, the "Parties").

RECITALS

- A. RTC, the County, and HOLDER/HOLDER'S PREDECESSOR IN INTEREST are parties to a Capital Contribution Front Ending Agreement(s) (the "CCFEA") as listed in Table 1(a), whereby, among other things, the HOLDER/HOLDER'S PREDECESSOR IN INTEREST was issued Regional Road Impact Fee Credits ("RRIF Credits").
- B. The HOLDER is the successor in interest to HOLDER'S PREDECESSOR IN INTEREST and holds RRIF Credits issued under the CCFEA as listed in Table 1(a).
- C. After certain of the CCFEAs referenced in Table 1(a) were entered into between the County, RTC and the HOLDER/HOLDER'S PREDECESSOR IN INTEREST, the Local Government annexed that area of the County where the Development of Record is located, such that the Development of Record is now wholly located within the borders of the Local Government (the "Annexation").
- D. Pursuant to the Regional Road Impact Fee General Administrative Manual (the "RRIF GAM") in effect as of the date of the CCFEA, the Holder's RRIF Credits expire twenty (20) years from the date of their issuance or agreement, as it applies to the specific CCFEA Account.
- E. As of May 9, 2016, RTC and Local Government have entered into an amendment to the RRIF GAM (the "GAM Amendment"), pursuant to which, holders of RRIF Credits may exchange their RRIF Credits for new credits with an extended expiration date (the "RRIF Extension Credits").
- F. The Holder wishes to exchange its RRIF Credits for RRIF Extension Credits pursuant to the GAM Amendment and this Amendment.
- G. Pursuant the CCFEA and the GAM Amendment, in order to extend the expiration date of the RRIF Credits, the Parties must amend the CCFEA.

Now therefore, in consideration of the foregoing recitals and other good and valuable consideration, the Parties hereby agree to amend the CCFEA as follows:

1. **Conversion and Extension.** The balance of the credits remaining as of the date of this amendment in the CCFEA Accounts listed in Table 1(a) are hereby cancelled and extinguished in exchange for the issuance of an equal number of RRIF Extension Credits. The RRIF Extension Credits shall be identical in all respects to the extinguished RRIF Credits, except that expiration date of the RRIF Extension Credits shall be extended for a period of ten (10) years, by amending and restating section 3.6 of the CCFEA in its entirety as follows:

3.6. **Expiration of Credits.** All credits issued under this CCFEA shall expire exactly thirty (30) years after the date of issuance or agreement, as it applies to the specific CCFEA Account.

2. **Consent to RRIF Automation Program.** The Holder hereby consents to the processing of the Holder's RRIF Extension Credits pursuant to the RRIF Automation Program as administered by RTC. To the extent the Holder is not already a participant in the RRIF Automation Program, this Amendment shall not become effective unless and until the Holder surrenders all existing credit books or other evidence of ownership of RRIF Credits.
3. **Designation of Notice Party.** The Holder designates the following individual to act on the Holder's behalf for purposes of the RRIF Automation Program:

Prologis Development Services, Inc.
5190 Neil Road, Suite 210
Reno, NV 89502
kcarter@prologis.com
775-829-3001

4. **Ratification of CCFEA.** Except to the extent amended by this Amendment, the CCFEA shall continue to exist in full force and effect between the Parties.
5. **Assignment of Rights Under CCFEA.** County hereby grants, transfers, assigns and delegates to the Local Government all of its right, title and interest and obligations of County under each CCFEA listed in Table 1 hereto, and Local Government accepts such assignment and delegation above, assumes each CCFEA, and agrees to observe and perform all of the other covenants, agreements and obligations to be observed and/or performed by the Local Government under the CCFEA from and after the date hereof.

TABLE 1(a)

CCFEA Acct. No.	CCFEA No.	Developer of Record	Development of Record	Existing Expiration Date	New Expiration Date
5305-T5	5305	Nevada Tri-Partners	Damonte Ranch	7/16/2023	7/16/2033

In Witness Whereof, the parties have executed this Amendment on the _____ day of _____, 2016.

**REGIONAL TRANSPORTATION COMMISSION
A Special Purpose Unit of Government**

**APPROVED AS TO
LEGAL FORM:**

By: *[Signature]*
Neoma Jardon, RTC Chairman

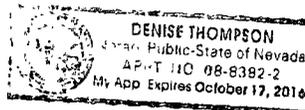
Dale E. Ferguson
Dale Ferguson, RTC Legal Counsel

STATE OF NEVADA

COUNTY OF WASHOE

The above-instrument was acknowledged before me this 16th day of September, 2016, by Neoma Jardon, Chairman of the Regional Transportation Commission.

[Signature]
Notary Public



APPROVED AS TO LEGAL FORM:

**CITY OF RENO
a Municipal Corporation**

By: _____

By: _____

The above-instrument was acknowledged before me this _____ day of _____, 2016 by _____.

Attest by City/County Clerk: _____

WASHOE COUNTY

By: _____

Washoe County Commission Chair

Date: _____

Attest: _____

Washoe County Clerk

Date: _____

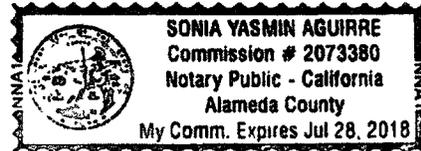
CREDIT HOLDER:
PROLOGIS DEVELOPMENT SERVICES LLC
a Delaware limited liability company

By: [Signature]
Name: KURT FULLER
Title: VICE PRESIDENT

STATE OF
COUNTY OF

The above-instrument was acknowledged before me this 16 day of August 2016
by

SONIA YASMIN AGUIRRE
[Signature]
Notary Public



**CCFEA AMENDMENT
(RRIF CREDIT EXTENSION)**

This CCFEA Amendment (the "Amendment") is made this _____ day of _____, 2016, between the Regional Transportation Commission of Washoe County ("RTC"), City of Reno (the "Local Government"), Washoe County (the "County") and South Meadows Properties, LP (the "Holder," and collectively with the RTC and Local Government, the "Parties").

RECITALS

- A. RTC, the County, and HOLDER/HOLDER'S PREDECESSOR IN INTEREST are parties to a Capital Contribution Front Ending Agreement(s) (the "CCFEA") as listed in Tables 1 and 1(a), whereby, among other things, the HOLDER/HOLDER'S PREDECESSOR IN INTEREST was issued Regional Road Impact Fee Credits ("RRIF Credits").
- B. The HOLDER is the successor in interest to HOLDER'S PREDECESSOR IN INTEREST and holds certain RRIF Credits issued under the CCFEA as listed in Tables 1 and 1(a).
- C. After certain of the CCFEAs referenced in Table 1(a) were entered into between the County, RTC and the HOLDER/HOLDER'S PREDECESSOR IN INTEREST, the Local Government annexed that area of the County where the Development of Record is located, such that the Development of Record is now wholly located within the borders of the Local Government (the "Annexation").
- D. Pursuant to the Regional Road Impact Fee General Administrative Manual (the "RRIF GAM") in effect as of the date of the CCFEA, the Holder's RRIF Credits expire twenty (20) years from the date of their issuance or agreement, as it applies to the specific CCFEA Account.
- E. As of May 9, 2016, RTC and Local Government have entered into an amendment to the RRIF GAM (the "GAM Amendment"), pursuant to which, holders of RRIF Credits may exchange their RRIF Credits for new credits with an extended expiration date (the "RRIF Extension Credits").
- F. The Holder wishes to exchange its RRIF Credits for RRIF Extension Credits pursuant to the GAM Amendment and this Amendment.
- G. Pursuant the CCFEA and the GAM Amendment, in order to extend the expiration date of the RRIF Credits, the Parties must amend the CCFEA.

Now therefore, in consideration of the foregoing recitals and other good and valuable consideration, the Parties hereby agree to amend the CCFEA as follows:

1. Conversion and Extension. The balance of the credits remaining as of the date of this amendment in the CCFEA Accounts listed in Tables 1 and 1(a) are hereby cancelled and extinguished in exchange for the issuance of an equal number of RRIF Extension Credits. The RRIF Extension Credits shall be identical in all respects to the extinguished RRIF Credits, except that expiration date of the RRIF Extension Credits shall be extended for a period of ten (10) years, by amending and restating section 3.6 of the CCFEA in its entirety as follows:

3.6. Expiration of Credits. All credits issued under this CCFEA shall expire exactly thirty (30) years after the date of issuance or agreement, as it applies to the specific CCFEA Account.

2. Consent to RRIF Automation Program. The Holder hereby consents to the processing of the Holder's RRIF Extension Credits pursuant to the RRIF Automation Program as administered by RTC. To the extent the Holder is not already a participant in the RRIF Automation Program, this Amendment shall not become effective unless and until the Holder surrenders all existing credit books or other evidence of ownership of RRIF Credits.
3. Designation of Notice Party. The Holder designates the following individual to act on the Holder's behalf for purposes of the RRIF Automation Program:

South Meadows Properties, LP
 8600 Technology Way
 Reno, NV 89521
kpthompson2011@yahoo.com
 775-342-3856

4. Ratification of CCFEA. Except to the extent amended by this Amendment, the CCFEA shall continue to exist in full force and effect between the Parties.
5. Assignment of Rights Under CCFEA. County hereby grants, transfers, assigns and delegates to the Local Government all of its right, title and interest and obligations of County under each CCFEA listed in Table 1 hereto, and Local Government accepts such assignment and delegation above, assumes each CCFEA, and agrees to observe and perform all of the other covenants, agreements and obligations to be observed and/or performed by the Local Government under the CCFEA from and after the date hereof.

TABLE 1

CCFEA Acct. No.	CCFEA No.	Developer of Record	Development of Record	Existing Expiration Date	New Expiration Date
5310	5310	South Meadows Properties, LP	South Meadows PUD Phase III	12/24/2018	12/24/2038
5331	5331	South Meadows Properties, LP	South Meadows Business Park	10/8/2022	10/8/2032

TABLE 1 (cont)

CCFEA Acct. No.	CCFEA No.	Developer of Record	Development of Record	Existing Expiration Date	New Expiration Date
5335	5335	South Meadows Properties, LP	South Meadows Business Park	6/24/2023	6/24/2033
5345-T26-T1-T3	5345	Reno Corporate Center, LLC/Tanamera Resort Partners, LLC	Reno Corporate Center	3/25/2024	3/25/2034
5348	5348	South Meadows Properties, LP	Double Diamond Ranch/South Meadows Business Park	11/21/2025	11/21/2035

TABLE 1(a)

CCFEA Acct. No.	CCFEA No.	Developer of Record	Development of Record	Existing Expiration Date	New Expiration Date
5305-T2-T1-T3	5305	Nevada Tri-Partners	Damonte Ranch	7/16/2023	7/16/2033

In Witness Whereof, the parties have executed this Amendment on the _____ day of _____, 2016.

**REGIONAL TRANSPORTATION COMMISSION
A Special Purpose Unit of Government**

**APPROVED AS TO
LEGAL FORM:**

By: [Signature]
Neoma Jardon, RTC Chairman

[Signature]
Dale Ferguson, RTC Legal Counsel

STATE OF NEVADA

COUNTY OF WASHOE

The above-instrument was acknowledged before me this 16th day of September, 2016, by Neoma Jardon, Chairman of the Regional Transportation Commission.

[Signature]
Notary Public



APPROVED AS TO LEGAL FORM:

**CITY OF RENO
A Municipal Corporation**

By: _____

By: _____

The above-instrument was acknowledged before me this _____ day of _____, 2016 by _____.

Attest by City/County Clerk: _____

WASHOE COUNTY

By: _____

Washoe County Commission Chair

Date: _____

Attest: _____

Washoe County Clerk

Date: _____

CREDIT HOLDER:

South Meadows Properties, Limited Partnership, a Nevada limited partnership

By: South Meadows Management, LLC, a Nevada Limited liability company, its General Partner

By: Norman Properties, Inc., a California corporation, Its Manager

By: Don Roger Norman
Don Roger Norman, President

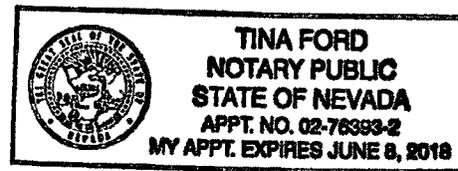
STATE OF COUNTY
OF

The above-instrument was acknowledged before me this 22nd day of Aug 2016 by

Don Roger Norman

Tina Ford

Notary Public



**CCFEA AMENDMENT
(RRIF CREDIT EXTENSION)**

This CCFEA Amendment (the "Amendment") is made this _____ day of _____, 2016, between the Regional Transportation Commission of Washoe County ("RTC"), Washoe County (the "Local Government"), and Spanish Springs Associates, LP (the "Holder," and collectively with the RTC and Local Government, the "Parties").

R E C I T A L S

- A. RTC, Local Government, and HOLDER/HOLDER'S PREDECESSOR IN INTEREST are parties to a Capital Contribution Front Ending Agreement(s) (the "CCFEA") as listed in the Table 1, whereby, among other things, the HOLDER/HOLDER'S PREDECESSOR IN INTEREST was issued Regional Road Impact Fee Credits ("RRIF Credits").
- B. Pursuant to the Regional Road Impact Fee General Administrative Manual (the "RRIF GAM") in effect as of the date of the CCFEA, the Holder's RRIF Credits expire twenty (20) years from the date of their issuance or agreement, as it applies to the specific CCFEA Account.
- C. As of May 9, 2016, RTC and Local Government have entered into an amendment to the RRIF GAM (the "GAM Amendment"), pursuant to which, holders of RRIF Credits may exchange their RRIF Credits for new credits with an extended expiration date (the "RRIF Extension Credits").
- D. The Holder wishes to exchange its RRIF Credits for RRIF Extension Credits pursuant to the GAM Amendment and this Amendment.
- E. Pursuant the CCFEA and the GAM Amendment, in order to extend the expiration date of the RRIF Credits, the Parties must amend the CCFEA.

Now therefore, in consideration of the foregoing recitals and other good and valuable consideration, the Parties hereby agree to amend the CCFEA as follows:

1. Conversion and Extension. The balance of the credits remaining as of the date of this amendment in the CCFEA Accounts listed in Table 1 are hereby cancelled and extinguished in exchange for the issuance of an equal number of RRIF Extension Credits. The RRIF Extension Credits shall be identical in all respects to the extinguished RRIF Credits, except that expiration date of the RRIF Extension Credits shall be

extended for a period of ten (10) years, by amending and restating section 3.6 of the CCFEA in its entirety as follows:

3.6. Expiration of Credits. All credits issued under this CCFEA shall expire exactly thirty (30) years after the date of issuance or agreement, as it applies to the specific CCFEA Account.

2. Consent to RRIF Automation Program. The Holder hereby consents to the processing of the Holder's RRIF Extension Credits pursuant to the RRIF Automation Program as administered by RTC. To the extent the Holder is not already a participant in the RRIF Automation Program, this Amendment shall not become effective unless and until the Holder surrenders all existing credit books or other evidence of ownership of RRIF Credits.
3. Designation of Notice Party. The Holder designates the following individual to act on the Holder's behalf for purposes of the RRIF Automation Program:

Spanish Springs Associates, LP
550 W Plumb Lane, Suite B # 505
Reno, NV 89509
jesse@hawcproperties.com
775-5660-6922

4. Ratification of CCFEA. Except to the extent amended by this Amendment, the CCFEA shall continue to exist in full force and effect between the Parties.

TABLE 1

CCFEA Acct. No.	CCFEA No.	Developer of Record	Development of Record	Existing Expiration Date	New Expiration Date
520161	520161	Spanish Springs Associates, LP	Eagle Canyon Town Center	6/26/2027	6/26/2037
5257D2	5257	Spanish Springs Associates, LP	Pebble Creek Subdivision, Unit 3	6/14/2027	6/14/2037

In Witness Whereof, the parties have executed this Amendment on the ____ day of _____, 2016.

**REGIONAL TRANSPORTATION COMMISSION
A Special Purpose Unit of Government**

**APPROVED AS TO
LEGAL FORM:**

By: *[Signature]*
Neoma Jardon, RTC Chairman

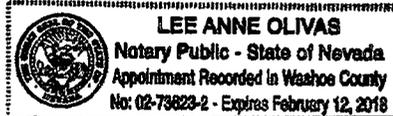
[Signature]
Dale Ferguson, RTC Legal Counsel

STATE OF NEVADA

COUNTY OF WASHOE

The above-instrument was acknowledged before me this 19th day of August, 2016, by Neoma Jardon, Chairman of the Regional Transportation Commission.

[Signature]
Notary Public



APPROVED AS TO LEGAL FORM:

**WASHOE COUNTY
a Political Subdivision of the State of Nevada**

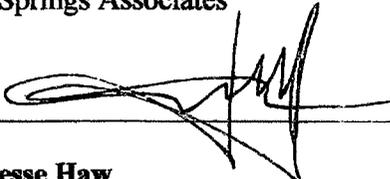
By: _____

By: _____

The above-instrument was acknowledged before me this _____ day of _____, 2016 by _____.

Attest by City/County Clerk: _____

CREDIT HOLDER:
Spanish Springs Associates

By: 

Name: Jesse Haw

Its: President, Hawco Properties, Gen. Partner
Spanish Springs Associates, LP

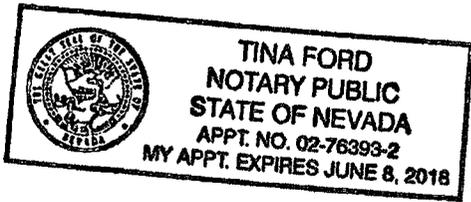
STATE OF
COUNTY OF

The above-instrument was acknowledged before me this 28th day of Sept 2016 by

Jesse Haw



Notary Public



**CCFEA AMENDMENT
(RRIF CREDIT EXTENSION)**

This CCFEA Amendment (the "Amendment") is made this _____ day of _____, 2016, between the Regional Transportation Commission of Washoe County ("RTC"), Washoe County (the "Local Government"), and Washoe County in its capacity as the holder of credits for the benefit of owners of lots within Special Assessment District 23 (in such capacity, the "Holder," and collectively with the RTC and Local Government, the "Parties").

R E C I T A L S

- A. RTC, Local Government, and HOLDER/HOLDER'S PREDECESSOR IN INTEREST are parties to a Capital Contribution Front Ending Agreement(s) (the "CCFEA") as listed in the Table 1, whereby, among other things, the HOLDER/HOLDER'S PREDECESSOR IN INTEREST was issued Regional Road Impact Fee Credits ("RRIF Credits").
- B. The Holder holds certain credits which were issued to Holder in trust for the benefit of owners of real property within Washoe County, Nevada, Special Assessment District No. 23 (Arrowcreek).
- C. Pursuant to the Regional Road Impact Fee General Administrative Manual (the "RRIF GAM") in effect as of the date of the CCFEA, the Holder's RRIF Credits expire twenty (20) years from the date of their issuance or agreement, as it applies to the specific CCFEA Account.
- D. As of May 9, 2016, RTC and Local Government have entered into an amendment to the RRIF GAM (the "GAM Amendment"), pursuant to which, holders of RRIF Credits may exchange their RRIF Credits for new credits with an extended expiration date (the "RRIF Extension Credits").
- E. The Holder wishes to exchange its RRIF Credits for RRIF Extension Credits pursuant to the GAM Amendment and this Amendment.
- F. Pursuant the CCFEA and the GAM Amendment, in order to extend the expiration date of the RRIF Credits, the Parties must amend the CCFEA.

Now therefore, in consideration of the foregoing recitals and other good and valuable consideration, the Parties hereby agree to amend the CCFEA as follows:

1. Conversion and Extension. The balance of the credits remaining as of the date of this amendment in the CCFEA Accounts listed in Table 1 are hereby cancelled and extinguished in exchange for the issuance of an equal number of RRIF Extension Credits. The RRIF Extension Credits shall be identical in all respects to the extinguished RRIF Credits, except that expiration date of the RRIF

Extension Credits shall be extended for a period of ten (10) years, by amending and restating section 3.6 of the CCFEA in its entirety as follows:

3.6. Expiration of Credits. All credits issued under this CCFEA shall expire exactly thirty (30) years after the date of issuance or agreement, as it applies to the specific CCFEA Account.

2. Consent to RRIF Automation Program. The Holder hereby consents to the processing of the Holder's RRIF Extension Credits pursuant to the RRIF Automation Program as administered by RTC. To the extent the Holder is not already a participant in the RRIF Automation Program, this Amendment shall not become effective unless and until the Holder surrenders all existing credit books or other evidence of ownership of RRIF Credits.
3. Designation of Notice Party. The Holder designates the following individual to act on the Holder's behalf for purposes of the RRIF Automation Program:

Dave Solaro, Arch, P.E.
PO Box 11130
Reno, NV 89520
dsolaro@washoecounty.us
775-328-2041
4. Ratification of CCFEA. Except to the extent amended by this Amendment, the CCFEA shall continue to exist in full force and effect between the Parties.

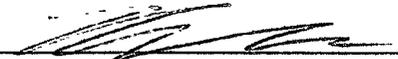
TABLE 1

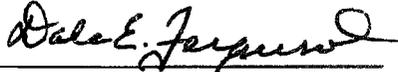
CCFEA Acct. No.	CCFEA No.	Developer of Record	Development of Record	Existing Expiration Date	New Expiration Date
5320	5320	Southwest Pointe, LLC	Arrowcreek	6/20/2021	6/20/2031

In Witness Whereof, the parties have executed this Amendment on the ____ day of _____, 2016.

**REGIONAL TRANSPORTATION
COMMISSION
A Special Purpose Unit of Government**

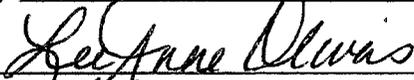
APPROVED AS TO LEGAL FORM:

By: 
Neoma Jardon, RTC Chairman


Dale Ferguson, RTC Legal Counsel

STATE OF NEVADA COUNTY
OF WASHOE

The above-instrument was acknowledged before me this 19th day of August, 2016,
by Neoma Jardon, Chairman of the Regional Transportation Commission.


Notary Public



APPROVED AS TO LEGAL FORM:

**WASHOE COUNTY
a Political Subdivision of the State of Nevada**

By: _____

By: _____

The above-instrument was acknowledged before me this _____ day of _____, 2016
by _____.

Attest by City/County Clerk: _____

CREDIT HOLDER:

Washoe County

a Political Subdivision of the State of Nevada

**as trustee for the benefit of the owners of real property located within Washoe County, Nevada
Special Assessment District No. 23 (Arrowcreek)**

By: _____

Name: _____

Its: _____

STATE OF COUNTY

OF

The above-instrument was acknowledged before me this _____ day of _____ 2016 by

_____.

Notary Public